

12-26-2000

12.7.00

FORM PTO-1594
1-31-92COVER SHEET
ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101561829

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Fleet National Bank, as Agent**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other National Banking Association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination and Release of Security Interest in Trademarks

Execution Date: November 21, 2000

2. Name and address of receiving party(ies):

Name: Aspen Pet Products, Inc.

Internal Address: _____

Street Address: 11701 East 53rd AvenueCity: Denver State: CO ZIP: 80239

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,806,312 ; 1,715,861Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kristopher E. Ahrend, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Kristopher E. Ahrend, Esq.
Name of Person SigningKristopher E. Ahrend
Signature12/5/00
DateTotal number of pages comprising cover sheet: 5

12/22/2000 MTHAI1 00000261 1806312

01 FC:481
02 FC:48240.00 BP
25.00 BPMail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 002199 FRAME: 0481

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of November ____, 2000, from Fleet National Bank, as Agent, a national banking association located at 75 State Street, Boston, Massachusetts 02109 (the "Agent"), to Aspen Pet Products, Inc. (the "Grantor"), a Delaware corporation located at 11701 E. 53rd Avenue, Denver, Colorado, 80239.

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of January 16, 1998, made by the Grantor in favor of the Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Collateral, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, pursuant to that certain Notice of Collateral Assignment of Trademarks, dated as of January 16, 1998, among the Grantor and the Agent (the "Notice"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral; and

WHEREAS, the Notice was recorded in the Trademark Division of the United States Patent & Trademark Office on August 4, 1998, at Reel 1765 and Frame 0113; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. **Trademark Collateral:** The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in:

All trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications, including without limitation, the trademarks, service marks, tradenames and applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-(d) and, (f) all

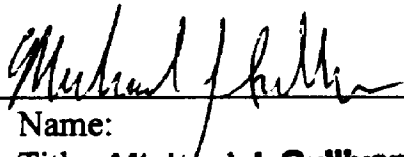
other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

2. Release of Security Interest: The Agent, hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK
as Agent

By: 
Name:
Title: **Michael J. Sullivan**
Vice President

STATE OF Massachusetts)
)
COUNTY OF Suffolk)

ss.:

On this 21st day of November, 2000, before me personally appeared
Michael J. Sullivan to me known who, being by me duly sworn, did depose and say that
he/she is Vice President of Fleet National Bank, described herein and which
executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the
authority granted by Fleet National Bank.



Notary Public

KRISTINE R. MILLET

Notary Public

My Commission Expires April 17, 2003

(Affix Seal Below)

Schedule A

U.S. Trademarks and Trademark Licenses

Trademark Name

Registration Number

ALPHAVET10

1,806,312

BOODABOX

1,715,861